

**2020-000957**

**Klamath County, Oregon**

**01/23/2020 03:44:00 PM**

**Fee: \$112.00**

After Recording Return To:

Northwest FCS-Klamath Falls  
300 Klamath Ave, Ste 200  
Klamath Falls, OR 97601-6308

### **NOTICE OF SEVERANCE AGREEMENT**

**Dated:** January 2, 2020

**Between:** Blessed Hope Goat Dairy LLC, Julie E. DeJong and Richard T. DeJong ("Debtor"),  
Hammerich, Inc., a corporation ("Owner(s) of Real Property"), and  
Umpqua Bank ("Lienholder of Real Property"), and  
Northwest Farm Credit Services, PCA ("Secured Party").

### **RECITALS**

**WHEREAS**, the Owner(s) of Real Property and Lienholder of Real Property hold certain interests in the below-described real property ("Property") and Debtor, as collateral for a financial obligation, has pledged to Secured Party the following described personal property ("Collateral"):

All equipment, machinery, appliances, and tools which are related to or a part of the facility, and all additions, replacements, substitutions and accessions, including but not limited to the following: Grain tanks, milk tanks, 32-unit milking equipment, generator, refrigerator units, wash tank, heaters, water heater, various vacuum, pressure pumps, motors, grain handling equipment, augers

together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and in any and all proceeds of the foregoing, including without limitation, insurance recoveries,

located on the Property more particularly described as follows:

Unsurveyed Parcel 1 of Land Partition 43-02 in the NE1/4 and the SE1/4 of Section 31; the NW1/4 and the SW1/4 of Section 32 in Township 38 South Range 11 East of the Willamette Meridian and the NE1/4 of Section 6; NW1/4 of Section 5, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon,  
Tax Account Nos.: 771221, 456214, 770605, 603671, 603699, 608890

**WHEREAS**, it is necessary to clarify the nature of the Collateral as personal property and not as real property, to prevent the Collateral from becoming real property and to clarify the lien position in the Collateral.

Severance Agreement  
(Blessed Hope Goat Dairy LLC/Note No. 6248697 & 6248698)



**NOW, THEREFORE**, in consideration of mutual benefits to the parties hereto for the making of such loan, the undersigned parties hereby agree as follows:

1. The Collateral shall remain severed from the Property. Title and ownership of the Collateral shall remain with Debtor.
2. Even if attached to the Property, the Collateral shall retain its personal property character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property.
3. The Collateral shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure in which it is placed.
4. Secured Party, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Collateral without further notice to, further permission of, charge for or obligation to the undersigned, and in the event of default in the payment or performance of any of the obligations and liabilities owed to Secured Party, Secured Party may remove the Collateral or any part thereof from the Property without objection, delay, hindrance or interference by the undersigned and, in such case, the undersigned will make no claim or demand whatsoever against the Collateral. In the event of default in the payment or performance of any of the obligations and liabilities owed to Secured Party, at Secured Party's option, the Collateral may remain upon the Property free of rent or any charge for use and occupancy for a reasonable time thereafter, in order that Secured Party may remove the Collateral. Secured Party shall repair damage to the Property caused by Secured Party's removal of the Collateral.
5. Secured Party, without affecting the validity of this Severance Agreement, may extend, amend or in any way modify the terms of payment or performance of any of the obligations and liabilities owed to Secured Party.
6. Secured Party may sell, transfer, convey or assign its interest in the loan to any other persons or entities and that the terms of this Severance Agreement will remain fully valid, in effect and binding upon Debtor for the benefit of such above-referenced persons or entities.
7. Debtor represents and warrants to Secured Party that the information contained herein is true and complete, and except as described herein, no other person or entity has any interest in the Collateral. Debtor understands and agrees that Secured Party is relying on the information contained herein in making its loan. Debtor shall indemnify and hold Secured Party harmless from all losses, liabilities, damages, costs and expenses, including attorneys' fees, incurred by Secured Party arising out of the breach of the representations and warranties contained herein.
8. Debtor represents and warrants that it is duly authorized to execute, deliver and carry out the terms and provisions of this Severance Agreement and that the individuals signing this Severance Agreement on behalf of Debtor are authorized to do so.
9. In the event of the breach of this Severance Agreement by any party, the prevailing party or if no prevailing party, the party deemed to be substantially prevailing, shall be entitled to recover, in addition to all other rights and remedies, all funds incurred or expended, including reasonable attorneys' fees and expenses, in connection with any action or proceeding, including any bankruptcy or appellate proceedings (whether or not the same be, in fact, actually commenced or prosecuted) to protect or enforce any of the terms, provisions or covenants provided for hereunder.
10. This Severance Agreement shall be binding upon all the undersigned, and inure to the benefit of, their successors and assigns.
11. This Severance Agreement may be recorded and may be executed in counterparts, and all such counterparts shall together count as one and the same instrument. This Severance Agreement shall be construed and governed in accordance with the laws of the State where the Property is located.

**SECURED PARTY:**

Northwest Farm Credit Services, PCA

By: [Signature]  
Authorized Agent

**DEBTOR:**

Blessed Hope Goat Dairy LLC, a Limited Liability Company

By: [Signature]  
Julie E. DeJong, Member

By: [Signature]  
Richard T. DeJong, Member

[Signature]  
Julie E. DeJong

[Signature]  
Richard T. DeJong

**OWNER(S) OF REAL PROPERTY:**

Hammerich, Inc., a corporation

By: [Signature]  
Walter P. Hammerich, President

By: [Signature]  
Nancy L. Hammerich, Secretary

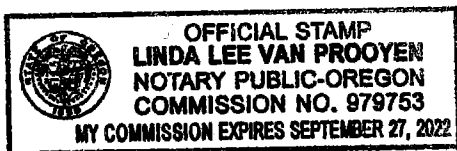
**LIENHOLDER OF REAL PROPERTY:**

Umpqua Bank

By: [Signature]  
Authorized Agent

STATE OF Oregon )  
 )ss.  
County of Jackson )

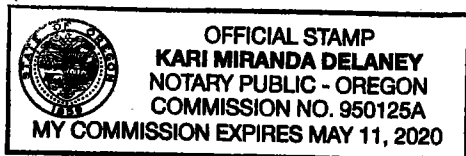
On this 10<sup>th</sup> day of January, 2020, before me personally appeared Megan Huber, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that [he/she] was authorized to execute said instrument.



Linda Lee Van Prooyen  
Printed name Linda Lee Van Prooyen  
Notary Public for the State of Oregon  
Residing at Central Point  
My commission expires September 27, 2022

STATE OF OR )  
 )ss.  
County of Klamath )

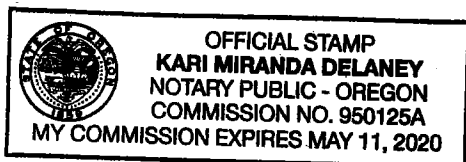
On this 8<sup>th</sup> day of January, 2020, before me personally appeared Richard T. DeJong, known to me to be a member in Blessed Hope Goat Dairy, LLC, the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as such member and in the limited liability company's name freely and voluntarily.



Kari Delaney  
Printed name Kari Delaney  
Notary Public for the State of OR  
Residing at Klamath Falls, OR #15-118/2020  
My commission expires May 11, 2020

STATE OF OR )  
 )ss.  
County of Klamath )

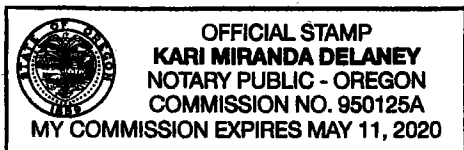
On this 8<sup>th</sup> day of January, 2020, before me personally appeared Julie E. DeJong, known to me to be a member in Blessed Hope Goat Dairy, LLC, the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as such member and in the limited liability company's name freely and voluntarily.



Kari Delaney  
Printed name Kari Delaney  
Notary Public for the State of OR  
Residing at Merrill, OR  
My commission expires May 11, 2020

STATE OF OR )  
County of Klamath )ss.

On this 8<sup>th</sup> day of January, 2020, before me personally appeared Walter P. Hammerich, known to me to be the President of Hammerich Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed and on oath stated that he/she was authorized to execute said instrument.



Kari Delaney  
Printed name Kari Delaney  
Notary Public for the State of OR  
Residing at Merrill, OR  
My commission expires May 11, 2020

STATE OF OR )  
County of Klamath )ss.

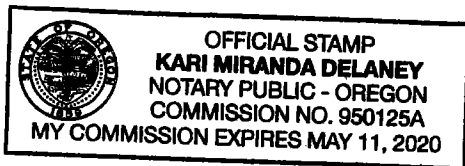
On this 8<sup>th</sup> day of January, 2020, before me personally appeared Nancy L. Hammerich, known to me to be the Secretary of Hammerich, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed and on oath stated that he/she was authorized to execute said instrument.



Kari Delaney  
Printed name Kari Delaney  
Notary Public for the State of OR  
Residing at Merrill, OR  
My commission expires May 11, 2020

STATE OF OR )  
County of Klamath )ss.

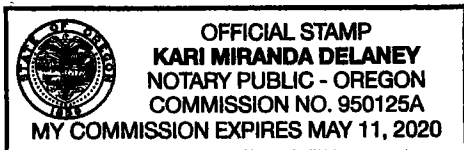
On this 8<sup>th</sup> day of January, 2020, before me personally appeared Julie E. DeJong, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Delaney  
Printed name Kari Delaney  
Notary Public for the State of OR  
Residing at Merrill, OR  
My commission expires May 11, 2020

STATE OF OR)  
County of Klamath)ss.

On this 8<sup>th</sup> day of January, 2020, before me personally appeared Richard T. DeJong, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Delaney  
Printed name Kari Delaney  
Notary Public for the State of OR  
Residing at Merrill, OR  
My commission expires May 11, 2020

STATE OF \_\_\_\_\_)  
County of \_\_\_\_\_)ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the Authorized Agent of Umpqua Bank, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed and on oath stated that he/she was authorized to execute said instrument.

See attached California Acknowledgment

Printed name \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Shasta

On January 14, 2020 before me, Natalie Lynn Peterson, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Vieira  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Natalie Lynn Peterson (Seal)  
Notary Public

